

SIGNING PROFESSIONALS WORKGROUP

RULES AND PROCEDURES

**VERSION 2.0
MARCH 15, 2017**

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1 **1 Purpose**

2 The Signing Professionals Workgroup (SPW), a workgroup created in 2013 by the National
3 Notary Association (NNA), was established for the purpose of creating industry standards for
4 Notary Signing Agents that would help industry partners to meet their state and federal
5 compliance obligations, fulfill their contractual agreements, and improve the customer
6 experience at the signing table.

7 **2 Rules and Procedures**

8 **2.1 Governing Law**

9 2.1.1 The SPW shall be governed by these *Rules and Procedures (RPs)* approved by the
10 founding members on August 1, 2013, and as amended, if such occurs, according
11 to the process set forth herein.

12 **2.2 Amendments**

13 2.2.1 The *RPs* may be amended by the National Notary Association at any time.

14 **2.3 Severability**

15 2.3.1 If a provision of the *RPs* is rendered invalid, the remaining provisions remain in full
16 force and effect.

17 **3 National Notary Association; Prior Consortium Actions**

18 **3.1 Role of NNA**

19 3.1.1 The NNA has created the SPW to fulfill the purposes stated in Section 1.

20 **3.2 Stand Up and Ongoing Support of the SPW**

21 3.2.1 The NNA shall provide the support necessary to create and sustain the operations,
22 including membership recruitment and selection, for the SPW.

23 **3.3 Consortium Actions**

24 3.3.1 All actions of the consortium of lenders, title insurance companies, and mortgage
25 closing vendor management companies related to the development of SPW
26 Standards taken prior to the formation of the SPW shall be deemed to have been
27 made by the SPW.

28 **4 Governance**

29 **4.1 Advisory Committee**

30 4.1.1 An Advisory Committee comprised of at least five (5) members will be selected
31 annually by the NNA.

32 **4.2 Qualifications for Advisory Committee Membership**

33 4.2.1.1 Each Advisory Committee member shall be one of the following: (1) a
34 mortgage lender; (2) a title insurance underwriter; (3) a licensed title
35 insurance company; (4) a title agency appointed by a licensed title
36 underwriter; or (5) a licensed escrow company.

37 4.2.2 Advisory Committee Member Requirements

38 4.2.2.1 Each Advisory Committee member shall subscribe to the SPW Antitrust
39 Policy as provided in chapter 7.

40 4.2.2.2 Each Advisory Committee member shall subscribe to the SPW Intellectual

Property Rights Policy as provided in chapter 8.

4.2.2.3 Each Advisory Committee member shall bear his or her own expenses to attend an in-person meeting of the Advisory Committee.

4.2.3 Resignation or Termination of Regular Members

4.2.3.1 A Regular Member may resign or terminate membership at any time by submitting a letter of resignation to the Chair.

4.2.3.2 The resignation or termination shall be effective as of the date on the letter of resignation or termination.

4.2.4 Duties

4.2.4.1 The Advisory Committee shall receive and review comments received from the public on any changes to the SPW Standards.

4.2.4.2 The Advisory Committee shall review all proposed amendments to any of the SPW Standards.

4.2.4.3 The Advisory Committee shall vote to recommend new Standards, if any, and all proposed additions or amendments to any of the SPW Standards.

4.2.5 Votes

4.2.5.1 Each member of the Advisory Committee shall have one (1) vote.

4.2.5.2 A quorum of a majority of Regular Voting Members eligible to vote shall be five (5) members.

4.2.5.3 A majority of votes cast by members of the Advisory Committee shall be sufficient to approve a motion.

4.3 Officers

4.3.1 Chair

4.3.1.1 The Founding Members, as defined hereafter, shall appoint one of their number to be Chair of the SPW with a term expiring on June 30, 2014.

4.3.1.2 The Chair shall be an employee of the NNA and appointed by the NNA.

4.3.1.3 The Chair shall serve continuously until replaced by the NNA.

4.3.1.4 The duties of the Chair shall be to: (1) attend and preside over meetings; provided however, that in the event the Chair is reasonably unable to attend or preside over a meeting, the Chair shall designate another NNA employee to preside in his or her place; (2) call meetings; (3) distribute the agenda for all meetings; (4) invite individuals to attend meetings of the SPW; and (5) prepare the ballot for the Advisory Committee votes.

4.3.2 Secretary

4.3.2.1 The NNA shall designate an employee of the NNA who shall serve as Secretary.

4.3.2.2 The Secretary shall serve continuously until replaced by the NNA.

4.3.2.3 The duties of the Secretary shall be to: (1) attend meetings; provided however, that in the event the Secretary is reasonably unable to attend a meeting, the Secretary shall designate another NNA employee to attend the meeting in his or her place; (2) take minutes of all meetings; and (3) provide assistance to the Chair in the performance of his or her duties.

1 **5 Meetings**

2 **5.1 General**

3 5.1.1 The Chair may call for a meeting at any time, providing sufficient advance notice
4 to secure broad participation in the meeting.

5 5.1.2 Meetings may be held in person, or via teleconference or web meeting.

6 **5.2 Meeting Agenda**

7 5.2.1 The Chair should distribute an agenda for the meeting to all Regular Members and
8 Invitees at least one (1) week prior to the meeting.

9 5.2.2 Meetings shall follow the agenda distributed for the meeting. Upon commencing
10 the meeting, the Chair or any Regular Member may call for items to be added to the
11 agenda and, if time permits, the added agenda items shall be covered in the order
12 presented.

13 **5.3 Members and Invitees**

14 5.3.1 An Advisory Committee member may attend any meeting of the SPW.

15 5.3.2 The NNA may invite individuals from any of the following companies,
16 organizations or entities to attend an SPW meeting: (1) a mortgage lender; (2) a title
17 insurance underwriter; (3) a licensed title insurance company; (4) a title agency
18 appointed by a licensed title underwriter; (5) a licensed escrow company; (6) a
19 company, organization or entity that contracts with Notary Signing Agents to
20 provide document signing services; (7) a business or entity providing supportive
21 services to Notary Signing Agents; (8) a trade association serving the mortgage
22 finance or settlement services industries; (9) a trade association serving Notaries or
23 Notary Signing Agents; (10) an educator providing courses for Notary Signing
24 Agents; or (11) an entity whose sole business is to provide background screening
25 services.

26 5.3.3 All Advisory Committee members and invitees shall bear the costs to attend an
27 SPW meeting.

28 **5.4 Antitrust and Intellectual Property Rights Disclosure and Consent**

29 5.4.1 Prior to commencing each meeting, the Chair shall read the Antitrust and
30 Intellectual Property Notice and Consent provided in Section 5.4.2. If the Chair is
31 not present, the NNA employee designated by the Chair shall read the Notice and
32 Consent.

33 5.4.2 The Antitrust and Intellectual Property Rights Notice and Consent shall be read as
34 follows: "This meeting is governed by the Signing Professionals Workgroup
35 Antitrust and Intellectual Property Rights Policy that may be found at
36 www.signingprofessionalsworkgroup.org. If you have any questions or concerns
37 with these policies, please contact the Chair. By participating in this meeting, you
38 agree to be bound by the terms of these policies."

39 **5.5 Minutes**

40 5.5.1 Minutes of meetings shall be taken by the Secretary or, in the Secretary's absence,
41 by the Secretary's designee.

42 5.5.2 The minutes shall include at minimum the time and place of the meeting, a list of
43 all Regular Members and Invitees present and their affiliations and a description of

matters discussed.

5.5.3 Minutes of a prior meeting shall be posted on the SPW website.

6 Review and Notice of Final Action

6.1 Public Comment Period

6.1.1 New Standards and proposed amendments to existing Standards will be posted for review and comment by any member of the general public.

6.1.2 The NNA will create the means for receiving comments from the public.

6.1.3 Commenters must provide at a minimum their names, organization, if any, and a valid email address.

6.1.4 The stated period for receiving public comments will be 60 days.

6.1.5 Changes to Standards as a result of a change of law or rule shall not be subject to public comment period.

6.2 Notice of Final Action

6.2.1 Following the close of a public comment period and prior to publishing a new Standard or final amendment to an existing Standard, the SPW will notify the public of the adoption and publication of the Standard that is the subject of final action.

6.2.2 The Standard that is the subject of the final action will take effect 30 days following the publication of the notice of final action.

6.2.3 The NNA will create the means of disseminating the notice of final action on an SPW Standard.

7 Antitrust Policy

7.1 Introduction

7.1.1 It is the policy of the SPW to comply with all applicable antitrust and similar competition laws that are relevant to its activities. All members and participants in SPW activities are required to comply with this policy.

7.1.2 The SPW creates and promotes open and voluntary standards for meeting the regulatory compliance obligations of its members, enhancing the customer experience in mortgage loan and real property signing transactions, and elevating the qualifications and conduct of Signing Professionals.

7.1.3 The SPW may comprise competitors and potential competitors, and thus, the SPW must be particularly mindful of antitrust laws.

7.1.4 The SPW has not been organized to and may not play any role in the independent competitive decisions of its members, nor in any way may it restrict competition among members or vendors.

7.1.5 The SPW provides a forum for exchange of ideas in a variety of settings, including in meetings, committee meetings, and social gatherings. It is important to avoid even the appearance of possible antitrust issues in such activities.

7.2 Meetings

7.2.1 A written agenda shall be prepared in advance. The agenda shall not include any subjects that are identified in this policy as improper for consideration or

1 discussion. Subjects not appearing within the agenda shall not be discussed.

2 7.2.2 The SPW Antitrust and Intellectual Property Notice and Consent as provided in
3 subsection 5.4.2 shall be printed on the agenda.

4 7.2.3 The SPW Antitrust and Intellectual Property Notice and Consent as provided in
5 subsection 5.4.2 shall be read prior to each meeting, and committee and
6 subcommittee meeting.

7 7.2.4 Meetings shall follow the written agenda.

8 7.2.5 The Chair or committee or subcommittee chair leading the meeting shall ensure
9 that discussions and business transacted do not violate the Antitrust Policy.

10 7.2.6 Minutes shall be prepared and published pursuant to section 5.5.

11 7.2.7 The SPW Antitrust Policy shall apply to all meetings.

12 7.3 Discussions

13 Because of their sensitive nature, certain topics shall not be discussed at meetings and in
14 committees, unless reviewed and approved by legal counsel in advance and under full
15 supervision. These topics include, but are not limited to, the following:

16 7.3.1 Prices, pricing methods, or terms or conditions of sale

17 7.3.2 Pricing practices or strategies, including methods, timing, or implementation of
18 price changes

19 7.3.3 Discounts, rebates, service charges, or other terms and conditions of purchase and
20 sale

21 7.3.4 Price advertising

22 7.3.5 Capacity or volume of business

23 7.3.6 What constitutes a fair, appropriate price, or profit margin

24 7.3.7 Whether to do or not to do business with certain Notary Signing Agents,
25 customers, competitors, or vendors

26 7.3.8 The names of specific customers, or specific vendors, or the terms of doing
27 business with them.

28 7.3.9 Complaints about the business practices of individual companies or organizations

29 7.3.10 Confidential company or organizational plans regarding future product or service
30 offerings

31 7.3.11 Dividing customers or territories

32 7.3.12 Actions to put a competitor at a disadvantage

33 7.3.13 Any ongoing litigation

34 7.4 Social Events

35 7.4.1 The SPW Antitrust Policy applies equally to social events, such as dinners and
36 receptions. Participants in social events shall not raise or discuss subjects or
37 matters that are sensitive from an antitrust perspective.

38 7.5 Violations

39 7.5.1 Any violation of this Antitrust Policy may result in removal from membership.

40 **8 Intellectual Property Rights Policy**

1 8.1 Introduction

2 8.1.1 The SPW adopts this Intellectual Property Rights Policy (IPR Policy) in order to
3 facilitate the development, use, and openness of SPW Standards for the benefit of
4 members, competitors, vendors, and Notary Signing Agents in the mortgage finance
5 industry.

6 8.1.2 The SPW adopts this IPR Policy so that it may take appropriate steps to protect the
7 intellectual property rights of any Standard published by the SPW.

8 8.2 Ownership

9 8.2.1 All Standards published by the SPW and all copyrights therein are the sole and
10 exclusive property of the SPW.

11 8.2.2 Each final Standard shall include an End-User License in substantially the form as
12 provided in section 8.4.

13 8.3 Contributions

14 8.3.1 For the purposes of this IPR Policy, a Contribution is a written or oral submission
15 made by a Regular Member to assist the SPW, a committee, or a subcommittee of
16 a committee in creating a Standard.

17 8.3.2 In making a Contribution, a Regular Member agrees to the following terms:

18 8.3.2.1 To the best of the contributor's knowledge at the time of submission, the
19 information in the Contribution does not infringe or violate any intellectual
20 property rights of any third party.

21 8.3.2.2 If after making a Contribution the contributor becomes aware that the
22 information in a Contribution infringes the intellectual property rights of
23 any third party, the contributor will disclose this fact to the SPW.

24 8.3.2.3 The information in the Contribution is not confidential and the SPW may
25 freely disclose the information in the Contribution without limitation.

26 8.3.3 Any contributor who submitted a Contribution through the consortium of lenders,
27 title insurance companies, and mortgage closing vendor management companies
28 prior to the formation of the SPW agrees that this section shall apply to each
29 contribution as if it were made through the SPW after the adoption of these *RPs*.

30 8.4 End-User License

31 8.4.1 Draft Document and Evaluation License

32 8.4.1.1 All draft documents containing SPW Standards under development shall
33 include the following Draft Document and Evaluation License:

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36 reserved.

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37 OF SUCH DAMAGES.

38 8.4.2 Copyright Notice and End-User License

39 8.4.2.1 A final SPW Standard shall contain the following Copyright Notice and
40 End-User License:

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33 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

34 8.5 Violations

35 8.5.1 Any violation of this IPR Policy may result in removal from Advisory Committee
36 membership.

37 9 Versions

38 9.1 Version 1.0 (August 6, 2013)

39 9.2 Version 1.1 (December 4, 2013)

40 9.3 Version 1.2 (January 21, 2016)

41 9.4 Version 2.0 (March 15, 2017)